

<u>FILED</u>	<u>ENTERED</u>
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MAR 25 2024 MH

 AT SEATTLE
 CLERK U.S. DISTRICT COURT
 WESTERN DISTRICT OF WASHINGTON
 DEPUTY

BY

IN THE UNITED STATES DISTRICT COURTIN AND FOR THE WESTERN DISTRICT OF WASHINGTON

Eric S. Freeze,

Plaintiff,

vs.

 ELIZABETH E. GALLAGHER, JOSE T.
 ACUNA, ANN G. FREEZE REVOCABLE
 TRUST, and the RONALD L. FREEZE
 REVOCABLE TRUST, JAMES MASSINGALE
 AND ANGELA MASSINGALE,
 Defendants

No: 23-cv-1135

 Plaintiff Requests Judicial Notice of
 AFFIDAVIT IN SUPPORT OF
 OPPOSITION TO MOTION TO DISMISS
 and ENCLOSED EXHIBITS
 IN SUPPORT OF THIS AFFIDAVIT

I, Eric Freeze, Plaintiff, Pro per, in the above-entitled action and I am familiar with the file, records, and pleadings in this matter, being duly sworn, state as follows:

I, Eric Freeze, hereby affirm that I appeared Pro per in the prior case numbered 22-2-00163-29 in Skagit County Superior Court. I affirm that I am not an attorney and that the affidavits presented herein are consistent with those submitted in the aforementioned case to reaffirm the veracity of my statements herein.

I attest that my father, Peter Freeze, and my mother, Vickie Wammack, resided at 47996 and 47972 Moen Rd., hereinafter, Property, Concrete, WA, at the time of my birth, which occurred within the confines of said Property. This Property served as my continuous residence for a period spanning 35 years.

1 It is crucial to note that Peter Freeze entered into an oral agreement with his son, Eric Freeze,
2 wherein Eric undertook the responsibility to maintain and upkeep the property, recognizing it as
3 his inheritance. As the property aged, necessitating more substantial maintenance, including but
4 not limited to, repairs, materials, labor, equipment and fuel used to accomplish the tasks, of
5 rewiring the commercial building, new septic system for the residence and commercial building,
6 reroofing both buildings, jacking up and restoring foundation support in both buildings, mowing
7 and later also becoming primary caretaker for ailing Peter Freeze. Eric fulfilled his obligations
8 under the original oral agreement.

9
10 On November 13, 2021, my father, Peter Freeze, passed away. Subsequently, Elizabeth
11 Gallagher, acting as the new Trustee of the Freeze Trust, initiated proceedings to forcibly remove
12 Plaintiff from my longstanding residence merely two days after my father's demise.

13
14 Elizabeth Gallagher, in her capacity as Trustee, made false representations to the Skagit County
15 Sheriff, asserting that the property in question was undergoing probate. There has been no
16 probate of Peter Freeze's estate, and Plaintiff believes Peter Freeze is a beneficiary of the
17 RONALD L. & ANN G. FREEZE REVOCABLE TRUST. This assertion is demonstrably false,
18 given that a trust does not cease to exist upon the death of the Power of Attorney of a trust.
19 Furthermore, Elizabeth Gallagher orchestrated an unlawful entry into my home by Jose Acuna, a
20 renter of a commercial building on the property, during my absence from the premises. Acuna at
21 the direction of Elizabeth Gallagher proceeded to pilfer property, banking documents, and
22 personal belongings, subsequently changing the locks on the entry doors, thereby denying
23 Plaintiff access to my rightful abode.

24
25 An affidavit provided by Vickie Wammack attests to the fact that Peter Freeze, in collaboration
with his parents, RONALD L. & ANN G. FREEZE REVOCABLE TRUST, entered into an

1 agreement to purchase the subject property. The agreement entailed the cosigning of a loan, the
2 transfer of the property into a trust, and diligent repayment of the loan by Peter Freeze. Notably,
3 RONALD L. & ANN G. FREEZE REVOCABLE TRUST, appointed Peter Freeze as the Power
4 of Attorney for the RONALD L. & ANN G. FREEZE REVOCABLE TRUST, as evidenced by
5 the attached power of attorney exhibit and Vickie Wammack's affidavit exhibit.

6
7 Furthermore, an affidavit submitted by Curtis Wayne Conrad, a local acquaintance, corroborates
8 Peter Freeze's purchase of the property and his oral agreement with Eric Freeze concerning the
9 property's maintenance and eventual inheritance by Eric.

10
11 I, Eric Freeze, have submitted three invoices as affidavits, detailing expenditures related to
12 maintenance, repairs, labor, and materials necessary for the upkeep of the property. The Freeze
13 Trust, currently represented by Elizabeth Gallagher, failed to rebut these affidavits within the
14 stipulated timeframe, thereby tacitly acknowledging their veracity. Consequently, if the Trustee
15 fails to honor the oral agreement established by Peter Freeze, the RONALD L. & ANN G.
16 FREEZE REVOCABLE TRUST, is indebted to me in the amount of \$740,000, as detailed in the
17 aforementioned Affidavit invoices.

18
19 Contrary to Paul W. Taylor's assertions affidavits by him and Defendants remain un rebutted,
20 please take Judicial Notice of Plaintiff's affidavits as incontrovertible evidence and submitted as
21 Exhibits in support of this Affidavit. Case law unequivocally establishes that attorneys cannot
22 testify on behalf of their clients. Statements made by counsel in briefs or arguments do not
23 constitute factual evidence before the court, as elucidated in Federal Rules of Evidence 802,
24 *TRINSEY V. PAGLIARO* D.C. Pa 1964, *UNITED STATES v. LOVASCO* (06/09/77), and *HOLT*
25 *v. UNITED STATES* (10/31/10).

Eric Freeze hereby refutes all affidavits submitted by Paul W. Taylor on behalf of Paul Taylor, Elizabeth Gallagher, the RONALD L. & ANN G. FREEZE REVOCABLE TRUST, and Jose Acuna, as false unsubstantiated statements.

It is imperative to highlight that the Defendants' actions have resulted in a gross violation of Plaintiff's Constitutional Rights, specifically the Fourth Amendment, safeguarding against unreasonable searches and seizures, as well as the Fifth and Fourteenth Amendments, guaranteeing the right to Due Process of Law.

The dismissal of the prior federal case by Skagit County officials, represented by unauthorized individuals, underscores the pervasive misconduct surrounding this matter. Notably, the related case, Washington Supreme Court No. 102594-7 remains pending before the Supreme Court.

Defendants cannot rebut the enclosed affidavits, as it is incontrovertible that said affidavits attest to my uninterrupted residency spanning 35 years on the subject property, thus surpassing the requisite 10-year threshold for color of title in the State of Washington.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.


Eric Freeze, Plaintiff, Pro per

P. O. Box 12
Concrete WA [98237]

Sworn to and subscribed before me by Plaintiff
this 24 day of March, 2024.



Notary Public

My Commission Expires: 09/23/2025



LIST of EXHIBITS IN SUPPORT OF
AFFIDAVIT IN SUPPORT OF
OPPOSITION TO THE MOTION TO
DISMISS

By Eric S. Freeze

- EISA 1. Power of Attorney of Peter Freeze, February 2, 1988,
- EISA 2. Bank Note/Transaction of Peter, Ronald, & Ann Freeze Feb. 10 &12, 1988
- EISA 3. Unrebutted Affidavit /Declaration of Eric Freeze, January 5, 2022,
- EISA 4. Unrebutted Affidavit /Declaration of Eric Freeze, January 28, 2022,
- EISA 5. Unrebutted Affidavit /Declaration of Truth, Eric Freeze, August 31, 2022,
- EISA 6. Affidavit /Declaration of Eric Freeze, May 4, 2022,
- EISA 7. Sworn Statement of Jose Acuna, July 29, 2022, page 10, para. 17
- EISA 8. Declaration Affidavit of Vickie Ann Wammack, September 1, 2022,
 - a. Supplemental Affidavit of Vickie Ann Wammack, October 2, 2022,
- EISA 9. Affidavit of Curtis Wayne Conrad, September 1, 2022,

EXHIBIT EISA 1.

EISA (Exhibit In Support of Affidavit)

REQUEST JUDICIAL NOTICE of Exhibit
EISA 1. Power of Attorney of Peter Freeze,
February 2, 1988,

Submitted **By Eric S. Freeze**

8802110040

EXHIBIT 1

LAND TITLE COMPANY OF SKAGIT COUNTY

T-58802

LIMITED POWER OF ATTORNEY

Know all men by these presents, That Ronald L. Freeze & Ann G. Freeze have made, constituted and appointed, and by these presents do make, constitute and appoint Peter G. Freeze true and lawful attorney for and in our name to sign and deliver acquittances or other sufficient discharges to make,,do and transact a loan of not more that \$10,000.00 with Interwest Savings Bank.

Giving and granting unto Peter said attorney limited power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as we might or could do if personally present: hereby ratifying and confirming all that our said attorney shall lawfully do or cause to be done by virtue of these presents.

In witness whereof, we have hereunto set our hands and seal the 6th day of February in the year of our Lord one thousand nine hundred and eighty eight.

Signed, Sealed, and Delivered in the Presence of

STATE OF WASHINGTON,
County of Skagit

Ronald L. Freeze 2/6/88
Ann G. Freeze 2/6/88

On this day personally appeared before me Ronald L. & Ann G. Freeze to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as a free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal this 6th day of February

VOL 743 PAGE 330

Barbara A. Thompson
Residing at Sedro Woolley

8802110040

LTC

EXHIBIT EISA 2.

EISA (Exhibit In Support of Affidavit)

REQUEST JUDICIAL NOTICE of Exhibit
EISA 2. Bank Note/Transaction of Peter,
Ronald, & Ann Freeze Feb. 10 & 12, 1988

Submitted **By Eric S. Freeze**

EXHIBIT 2

NOTE

\$ 10,000.00Loan No. 05-79000047MOUNT VERNON, Washington, FEBRUARY, 19 88

FOR VALUE RECEIVED, we (I) promise to pay to the order of INTERWEST SAVINGS BANK, a Washington corporation, the sum of TEN THOUSAND DOLLARS AND NO/100 DOLLARS, in lawful money of the

United States of America, with interest in like lawful money at the rate of 11% percent per annum from date until paid, as follows, to wit:

The sum of TWO HUNDRED SEVENTEEN DOLLARS AND 42/100 DOLLARS, or more, on or before the 10th day of MARCH, 19 88, and before the 10th of each calendar month thereafter until the principal and interest of this note shall have been fully paid and satisfied. Entire balance due and payable on 10th day of FEBRUARY, 19 90*. Each and all of the said payments are to be made at the office of INTERWEST SAVINGS BANK, P.O. BOX 1227 MOUNT VERNON, Washington.

The monthly installments so paid shall be credited to this account at the time of payment, but it is expressly understood and agreed that the computation of interest shall be as follows:

All payments made shall be applied first in payment of interest and the balance shall be applied on the principal sum. Should any payment required hereunder become delinquent, the holder of this note shall have the right to charge a late charge not exceeding 5% of the payment amount. In case suit or action is initiated to collect this note or any portion thereof, we (I) agree to pay attorney's fees in said suit or action. We (I) agree that the venue of such suit may be laid in SKAGIT County, Washington. For value received each and every party signing or endorsing this note binds himself thereon as a principal, not as surety, and hereby waives presentment, demand, protest and notice of nonpayment thereof, or any release or discharge arising from any extension of time of payment thereon.

If default be made in the payment of any installment under this note, the entire principal sum and accrued interest shall at once become due and payable at the option of the holder of this note. Failure to exercise the option shall not constitute a waiver of the right to exercise same in the event of any subsequent default.

This note is secured by a DEED OF TRUST on REAL property of even date.

* A BALLOON PAYMENT FOR BALANCE OWING ON THIS NOTE WILL BE DUE ON FEBRUARY 10, 1990

Ronald L. Freeze
 By *Peter G. Freeze* attorney in fact
 RONALD L. FREEZE
Anne G. Freeze
 By *Peter G. Freeze* attorney in fact
 ANNE G. FREEZE
Peter G. Freeze
 PETER G. FREEZE

Exhibit 2

ADVICE OF NON-RESCISSION

TO: INTERWEST SAVINGS BANK

On February 8 1988 you delivered to us a written form for
(date)
our use in rescinding our acceptance of your commitment to loan
us the sum of \$ 10,000.00 secured by a mortgage or

trust deed on property located at MOEN ROAD
(street and

4601 & 4606, CONCRETE, SKAGIT
(house number) (city) (county)

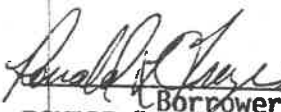
WASHINGTON and described in mortgage dated FEBRUARY


1988 which we executed in your favor on the

day of FEBRUARY, 19 88.

We hereby acknowledge that the 3-day rescission period granted us
under the Federal Truth in Lending Act has expired and we declare
that we have not rescinded the transaction.

Dated this 12th day of FEBRUARY, 19 88.


Borrower
RONALD L. FREEZE


Borrower
ANNE G. FREEZE



Borrower
PETER G. FREEZE

EXHIBIT EISA 3.

EISA (Exhibit In Support of Affidavit)

REQUEST JUDICIAL NOTICE of Exhibit
EISA 3. Unrebutted Affidavit /Declaration of
Eric Freeze, January 5, 2022,

Submitted **By Eric S. Freeze**

EXHIBIT 3

Common Law AFFIDAVIT/DECLARATION OF TRUTH Notice of Constitutional Violations, Notice to Cure, Notice to Cease and Desist

Jointly and Severally to:

Elizabeth Gallagher, a sentient woman,
11 Depot Rd,
Stratham, NH [03885],

Bret Sachter, a sentient man,
5413 Meridian Ave. N., Ste. A,
Seattle WA, [98103]

Paul W. Taylor, a sentient man,
20388 Eric St.,
Mount Vernon, WA, [98274]

FREEZE REVOCABLE TRUST, a legal
fiction entity, hereinafter, TRUST,
11 Depot Rd,
Stratham, NH [03885],

Jose Acuna, a sentient man,
7906 Renic Dr.
Sedro Woolley WA [98284]

Don McDermott (non-legal fiction person)
600 S 3rd St #100,
Mt Vernon, WA [98273]

Hereinafter, RESPONDENTS.

Via Registered, Certified, return Receipt, or USPS Mail, 70203160000172332027, 70203160000025999704,
70203160000025999698, 70203160000172332041, 70202450000226906689, 70202450000226906696,

TO: Rich Weyrich
Courthouse Annex
605 S. Third
Mount Vernon, WA [98273]
Via Certified Mail 70203160000172332034

I, Eric Freeze, a sentient man (non-legal fiction entity/person), hereinafter, Eric, possessing God-given unalienable Rights makes this 'Common Law AFFIDAVIT/DECLARATION OF TRUTH Notice of Constitutional Violations, and Notice to Cure, Notice to Cease and Desist', hereinafter, AFFIDAVIT, declares under pain and penalty of perjury under the laws of the organic united States of America and of the organic State of Washington [not to be confused with any legal fiction/corporate/governmental entities] that I am of legal age and sound mind and hereby attests that the statements, averments and information contained in this AFFIDAVIT are true and correct. Eric was born on Property outlined in Exhibit A, hereinafter, Property. Eric has had a valid contract with TRUST since 2008.

This AFFIDAVIT for Infringement of Constitutionally secured Rights and Denial of Life, Liberty and the pursuit of Happiness in Common Law protected by the united States and Washington State Constitutions is directed Jointly and Severally to 'FREEZE REVOCABLE TRUST', Elizabeth Gallagher, Bret Sachter, Paul W. Taylor, Jose Acuna, and Don

McDermott, hereinafter, RESPONDENTS, by virtue of the Constitutionally secured Right to Redress of Grievance in original Organic Common Law Jurisdiction as is the Right of all beneficiaries of the Organic Laws of the united States of America.

I. This AFFIDAVIT shall be considered sufficient lawful notice to the parties, ALL RESPONDENTS, herein named. Said AFFIDAVIT is hereby made pursuant to Original Jurisdiction Organic Law and the united States Constitution, specifically, the Bill of Rights, in particular, Amendments I, IV, V, VI, VII, IX, X and XIV and The Washington State Constitution, in particular Article 1, Sections 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 27, 29, 30, 32 and 35. Article 9 section 1 - Education Preamble, Article 9 section 4 - Sectarian control of influence prohibited.

II.

RESPONDENTS sworn response given under pain and penalty of perjury specific to each and every point of the subject matter stated herein must be received within (10) ten days after RESPONDENTS' receipt of Eric's AFFIDAVIT. Any other reply not conforming to this Section II, regardless to subject matter is to be considered false and a nonreply. RESPONDENTS failure to respond point by point and item by item to the facts presented in this AFFIDAVIT, shall stipulate by virtue of tacit assent that RESPONDENTS accept statements as stated by Eric as fact.

1. All RESPONDENTS are in default of December 13 and or 14, 2021 Common Law AFFIDAVIT/DECLARATION OF TRUTH, and agree that RESPONDENTS failed to answer, respond or comply with section II. Of Affidavit.
2. All RESPONDENTS agreed by tacit consent that the Common Law AFFIDAVIT/DECLARATION OF TRUTH received by RESPONDENTS on or after December 14th, 2021 was truthful and correct.
3. On or about November 29th, 1986, Ronald L. Freeze and Ann G. Freeze appointed Peter G. Freeze of Concrete Washington as their true and lawful attorney and granted Peter G. Freeze GENERAL POWER OF ATTORNEY in relation to the property located at 4602 and 4606 Moen Rd, Concrete Washington hereinafter, Property.
4. On or before November 2021, Peter G. Freeze bequeathed said Property to Eric Freeze.
5. All previous affidavits are included as part of the whole of this document.

6. On or after December 16, 2021, acting Sheriff Don McDermott was in dereliction of his duty and violated his oath of Office becoming complicit by working in concert with RESPONDENTS as crimes continued and for failing to investigate, act upon or report Federal crimes to a superior authority or report said crimes to a Superior Court Judge.
7. In regard to all actions to remove Eric from Property, undertaken by RESPONDENTS, Eric denies the RESPONDENTS' statement that Eric was allowed due process, or was allowed a lawful timely manner to respond.
8. Eric states that every correspondence from RESPONDENTS was answered in a lawful timely manner.
9. Eric rebuts and disagrees with every claim RESPONDENTS has made against him as false statements. The RESPONDENTS have declared False Claims.
10. RESPONDENTS agree that Eric has responded to every correspondence in a lawful timely manner.
11. Due to the RESPONDENTS' unlawful actions Eric intends to lien the Property in question for \$740,876.00 for Eric's, claims, interest and work performed. TRUST and or RESPONDENTS have violated contract with Eric.

Whoever, under color of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any State, Territory, Commonwealth, Possession, or District to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States, or to different punishments, pains, or penalties, on account of such person being an alien, or by reason of his color, or race, than are prescribed for the punishment of citizens, shall be fined under this title or imprisoned not more than one year, or both; and if bodily injury results from the acts committed in violation of this section or if such acts include the use, attempted use, or threatened use of a dangerous weapon, explosives, or fire, shall be fined under this title or imprisoned not more than ten years, or both.

As a result of nonresponse by RESPONDENTS to this AFFIDAVIT, RESPONDENTS agree that any enjoinder of third parties by RESPONDENTS or unsolicited volunteers not presently listed as a RESPONDENT in this AFFIDAVIT, will immediately be included in this matter as co-conspirators, liable for the full amount of cure and be responsible for all affidavits prior, current and future presented to RESPONDENTS.

LAWFUL NOTICE

Sufficient Lawful notification has been provided to Skagit County Prosecutor, Rich Weyrich and RESPONDENTS, stating that RESPONDENTS must rebut these statements, charges and averments made in this AFFIDAVIT. RESPONDENTS shall Cease and Desist all unlawful actions against Eric. If RESPONDENTS fail to respond as per Section II of AFFIDAVIT, then, RESPONDENTS tacitly agree with all AFFIDAVIT statements and admit to them. Pursuant to this lawful notification, if you disagree with anything stated under oath in this AFFIDAVIT, then rebut to Eric that with which you disagree, with particularity, within (10) ten days of receipt thereof, by means of your own written, notarized affidavit of truth, based on specific, true, relevant fact and valid law to support your disagreement, attesting to your rebuttal and supportive positions, as valid and lawful, under the pains and penalties of perjury under the laws of the united States of America and this state of Washington. An unrebuted affidavit stands as truth and fact before any court. Your failure to respond, as stipulated, is your tacit agreement with and admission to the fact that everything in this AFFIDAVIT is true, correct, legal, lawful, and is your irrevocable admission attesting to this, fully binding upon you in any court of law in America, without your protest, objection and that of those who represent you.

OFFER TO CURE

RESPONDENTS rejected Eric's 1st good faith offer to cure and agreed by tacit assent to pay the **FULL DAMAGES** due and payable to Eric. Eric makes a second Offer to Cure.

Therefore, Eric submits this invoice for, but not limited to; ACTING UNDER COLOR OF LAW, failure to Cease and Desist unlawful actions, violation of Eric's 4th Amendment Rights, RICO, TRESPASS, FRAUD, DOMESTIC TERRORISM, CRIMINAL CONSPIRACY, HARASSMENT, PERJURY, INTIMIDATION, SLANDER, fees, and expenses to Eric. RESPONDENTS agree to make full payment, at time and place designated by Eric.

Offer #2. Because of these numerous, various and sundry unlawful actions, infringements, of Eric's rights, privileges, liberties, and pursuit of happiness, and attacks on Eric's character, Eric sends this invoice to cure as a second good faith settlement for said RESPONDENTS' unlawful acts upon Eric Freeze for \$2,222,628.99 in functional currency of the United States) (Two million two hundred twenty-two thousand six hundred twenty eight dollars and ninety nine cents) USD (U.S. real money dollars) for payment to Contract Collection Trust hereinafter, CCT, at time and place designated by Eric.

It is agreed that receipt of payment for this Offer #2, hold harmless Settlement absolves RESPONDENTS of any legal liability for any injuries or damages suffered by Eric. Settlement amount reflects damages to Eric. This second, good faith settlement offer is only valid for the next 20 days from receipt of this AFFIDAVIT. RESPONDENTS shall pay in full or notify CCT via Affidavit of intent to exercise Offer to Cure, Option

#2 within ten (10) days of receipt of **AFFIDAVIT**. Offer voids without notice of intent or full payment.

RESPONDENTS agreed by tacit assent and default of December Common Law **AFFIDAVIT/DECLARATION OF TRUTH** to pay the full amount of damages to Eric within 20 days of receipt of this **AFFIDAVIT**, with interest calculated at rate of 3.5 % (three and 1/2 percent) compounded per annum, prorated monthly starting December 13, 2021.

CORRESPONDENCE

Should RESPONDENTS elect to settle with payment of functional currency of the United States, Make Cashiers check payable to: Contract Collection Trust
Place of payment: P. O. Box 119, Burlington, WA 98233
Time of payment: Within 20 days of receipt of this **AFFIDAVIT**.

Should this offer be rejected, BY RESPONDENTS:

- RESPONDENTs agree to any form of encumbrance, lien, garnishment, auction or action on and of all RESPONDENT'S bonds, property, and assets, required to satisfy Offer to Cure until the sum total and interest is collected by Eric from each RESPONDENT.
- RESPONDENTS agree that this contract is Notice of Consent to Judgement, and Lien of any personal property or surety and this consent supersedes any and all civil and or statute law for filing or leaning RESPONDENTS for damages against Eric in RESPONDENTS' private, civil and or public capacity.
- Of this presentment take due Notice and heed and govern yourself accordingly. This **FINAL EXPRESSION IN A RECORD** is intended as a complete and exclusive statement of the terms of the agreement between the parties.

CONCLUSION

Sufficient Lawful notification has been provided to Skagit County Prosecutor, Rich Weyrich and all RESPONDENTS stating that RESPONDENTS must rebut these statements, charges and averments made in this **AFFIDAVIT**. Pursuant to this Notice, if RESPONDENTS disagree with anything stated in this **AFFIDAVIT**, they must rebut point by point with an affidavit given under Pain and Penalty of Perjury, within (10) ten days of receipt thereof. Any other reply not conforming to Section II of this **AFFIDAVIT**, regardless to subject matter is to be considered false and a nonreply to this **AFFIDAVIT**. An un rebutted affidavit stands as truth and fact before any court. Eric's constitutionally protected rights have been severely infringed because RESPONDENTS have willfully, knowingly, worked in concert, in a pattern

and practice to unlawfully prevent Eric from pursuing Eric's constitutionally protected right to provide for himself. These rights have been severely curtailed because RESPONDENTS have unlawfully imposed unconstitutional demands whereupon RESPONDENTS have jointly agreed to infringe Eric's rights by fraud to the detriment of Eric. RESPONDENTS have violated Eric's rights

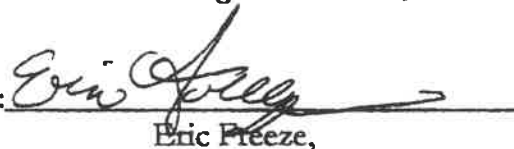
2. **The Definitions, meanings of all word(s), term(s), and phrase(s) as written in this document are to be defined only by Eric or his representative, acting by Right of original common law jurisdiction. Any definitions or explanations must be requested in writing and will be answered in a timely manner. Requests for definitions shall not delay or extend the time given to respond to this AFFIDAVIT. Affiant further sayeth naught. All Rights Reserved,**

Sworn Statement patterned per 28 U.S.C. 1746 (1):

"I declare under pain and penalty of perjury under the laws of the (organic) United States of America that the foregoing is true and correct. Executed on January 05, 2022.

With All Rights Reserved,

(Signature):


Eric Freeze,

Affiant/Declarant, in propria
persona

UCC 1-308 without prejudice

January 5, 2022
Date

EXHIBIT EISA 4.

EISA (Exhibit In Support of Affidavit)

REQUEST JUDICIAL NOTICE of Exhibit
EISA 4. Unrebutted Affidavit /Declaration of
Eric Freeze, January 28, 2022,

Submitted **By Eric S. Freeze**

EXHIBIT 4

Common Law AFFIDAVIT/DECLARATION OF TRUTH 3rd Notice of Constitutional Violations, Notice to Cure, Notice to Cease and Desist

Jointly and Severally to:

Elizabeth Gallagher, non-legal fiction person
11 Depot Rd,
Stratham, NH [03885],
70203160000172332959

Bret Sachter, non-legal fiction person
5413 Meridian Ave. N., Ste. A,
Seattle WA, [98103]
70203160000172332898

Paul W. Taylor, non-legal fiction person
20388 Eric St.,
Mount Vernon, WA, [98274]
70203160000172332904

FREEZE REVOCABLE TRUST, a legal
fiction entity, hereinafter, 'TRUST',
11 Depot Rd,
Stratham, NH [03885],
70203160000172332911

Jose Acuna, non-legal fiction person

7906 Renic Dr.

Sedro Woolley WA [98284]

70203160000172332928

ACUNA CEDAR PRODUCTS, INC.

(non-legal fiction person)

7906 Renic Dr,

Sedro Woolley, WA 98284

70203160000172333635

Don McDermott, non-legal fiction person

600 S 3rd St #100,

Mt Vernon, WA [98273]

70203160000172332010

Rich Weyrich, non-legal fiction person

Courthouse Annex

605 S. Third

Mount Vernon, WA [98273]

70203160000172332935

Hereinafter, RESPONDENTS.

Sent Via Certified Returned Receipt and USPS 1st Class Mail

I, Eric Freeze, a lawful man on the land, a sentient man (non-legal fiction entity/person), hereinafter, Eric, possessing God-given unalienable Rights makes this 'Common Law AFFIDAVIT/DECLARATION OF TRUTH Notice of Constitutional Violations, and Notice to Cure, Notice to Cease and Desist', hereinafter, AFFIDAVIT, declares under pain and penalty of perjury under the laws of the organic united States of America and of the organic State of Washington [not to be confused with any legal fiction/corporate/governmental entities] that I am of legal age and sound mind and hereby attests that the statements, averments and information contained in this AFFIDAVIT are true and correct. Eric was born on Property outlined in Exhibit A, hereinafter, Property. Eric has had a valid contract with TRUST since 2008.

- I. This Affidavit/Declaration of Truth shall be considered sufficient lawful notice to the parties herein named. Said affidavit is hereby made pursuant to Original Jurisdiction Organic Law and the United States Constitution, specifically, the Bill of Rights, in particular, Amendments I, IV, V, VI, VII, IX, X and XIV and The

Washington State Constitution, in particular Article 1, Sections 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 27, 29, 30, 32 and 35. Article 9 section 1 - Education Preamble, Article 9 section 4 - Sectarian control of influence prohibited.

- II. RESPONDENTS sworn response given under pain and penalty of perjury specific to each and every point of the subject matter stated herein must be received within (10) ten days after RESPONDENTS receipt of Ewing's affidavit. Any other reply not conforming to Section II, regardless to subject matter is to be considered false and a nonreply. RESPONDENTS failure to respond point by point and item by item to the facts presented in this Affidavit/Declaration, shall stipulate by virtue of tacit assent that RESPONDENTS accept statements as stated by Ewing as fact.
- III. This AFFIDAVIT for Infringement of Constitutionally secured Rights and Denial of Life, Liberty and the pursuit of Happiness in Common Law protected by the united States and Washington State Constitutions is directed to:

'FREEZE REVOCABLE TRUST', Elizabeth Gallagher, Bret Sachter, Paul W. Taylor, Jose Acuna, ACUNA CEDAR PRODUCTS, INC., Don McDermott, and Rich Weyrich.

IV. NOTICE to all DEBTORS and or RESPONDENTS:

The following AFFIDAVIT and NOTICE OF DEFAULT is not intended to injure, defraud, coerce, threaten, to intimidate or to deceive, any insurer, one or all the Debtors into compliance. Please answer to the Allegations according to your standing and to your truth under the "Flag of Peace".

V. NOTICE to all DEBTORS and or RESPONDENTS:

RESPONDENTS agree by virtue of tacit assent that RESPONDENTS have committed the following crimes that have infringed on Eric's God-given rights: DISCRIMINATION, DEPRIVATION OF RIGHTS, RACKETEERING (RICO), ACTING UNDER COLOR OF ANY LAW, DERELICTION of DUTY, VIOLATION OF OATH of OFFICE, MASQUERADING AS PUBLIC OFFICIALS, HARASSMENT, PERJURY, INTIMIDATION, DOMESTIC TERRORISM, SUBORNATION OF PERJURY, COERCION, HUMAN RIGHTS VIOLATION, FRAUD AND FALSE STATEMENTS, CIVIL RIGHTS VIOLATION, MALFEASANCE OF OFFICE, MISPRISION OF FELONY, OFFICIAL MISCONDUCT, CRIMINAL CONSPIRACY, SEDITION AND INSURRECTION, BAD FAITH CLAIMS, EMBARRASSMENT, HUMILIATION, LIBEL and SLANDER hereinafter, CRIMES and punished Eric without due process in absence of any actual crime against life, liberty, or property.

1. All RESPONDENTS are in default of Common Law AFFIDAVIT /DECLARATION OF TRUTH Notice of Constitutional Violations, Notice to Cure, Notice to Cease and Desist, hereinafter, Affidavit 22, dated December 13, 2021, and agree that RESPONDENTS failed to answer, respond or comply with section II. Of Affidavit 22.
2. On or about January 15, 2022, All RESPONDENTS received Common Law AFFIDAVIT/DECLARATION OF TRUTH Notice of Constitutional Violations, Notice to Cure, Notice to Cease and Desist, hereinafter, Affidavit 33, dated January 5, 2022.
3. All RESPONDENTS are in default of Affidavit 33, and agree that RESPONDENTS failed to answer, respond or comply with section II. of Affidavit 33.
4. All RESPONDENTS agreed by tacit consent that Eric's Common Law AFFIDAVITs/ DECLARATION OF TRUTH received by RESPONDENTS on or after December 14th, 2021 are truthful and correct.
5. On or about November 29th, 1986, Ronald L. Freeze and Ann G. Freeze appointed Peter G. Freeze of Concrete Washington as their true and lawful attorney and granted Peter G. Freeze GENERAL POWER OF ATTORNEY in relation to the property located at 4602 and 4606 Moen Rd, Concrete Washington hereinafter, Property.
6. On or before November 2021, Peter G. Freeze bequeathed said Property to Eric Freeze.
7. On or about November 15, 2021, Eric arrived home to find his home vandalized, broken into and the door locks completely changed.
8. On or about or after November 16, 2021, Eric notified the Skagit County Sheriff that his home had been broken into, vandalized, and theft had occurred, and the door locks removed and changed to new lock of which Eric was not given keys.
9. On or about or after November 16, 2021, Skagit County Deputy Sheriff Mullen told Eric that the perpetrator of the crimes committed against him was Jose Acuna, and that Skagit County Deputy Sheriff Mullen talked with Elizabeth Gallagher, who verified that she hired Jose Acuna to break and enter Eric's home and change the locks, and if Eric needed any personal items from the home, he could get the key from Jose Acuna.

10. All previous affidavits are included as part of the whole of this document. Via Registered, Certified, return Receipt, or USPS Mail, 70203160000172332027, 70203160000025999704, 70203160000025999698, 70203160000172332041, 70202450000226906689, 70202450000226906696, 70203160000172332034
11. On or after December 16, 2021, acting Sheriff Don McDermott is in dereliction of his duty and violated his oath of Office for:
 - a. becoming complicit by working in concert with RESPONDENTS as CRIMES continued and
 - b. failing to arrest Jose Acuna for trespass, breaking and entering and theft
 - c. for failing to investigate, act upon or report Federal CRIMES to a superior authority or report said CRIMES to a Superior Court Judge.
 - d. Misprison of Felony
 - e. Disregarding Eric's report of vandalism, theft and trespass
 - f. All CRIMES
12. On or after December 16, 2021, acting Prosecuting Attorney Rich Weyrich is in dereliction of his duty and violated his oath of Office for:
 - a. becoming complicit by working in concert with RESPONDENTS as CRIMES continued and
 - b. failing to indict Elizabeth Gallagher for conspiracy to hire for criminal conspiracy,
 - c. failing to indict Jose Acuna for trespass, breaking and entering, theft, violation of Eric's 4th Amendment Rights, Fraud and vandalism.
 - d. for failing to investigate, act upon or report Federal CRIMES to a superior authority or report said CRIMES to a Superior Court Judge
 - e. Misprison of Felony
 - f. All CRIMES
13. In regard to all actions to remove Eric from Property, undertaken by RESPONDENTS, Eric denies the RESPONDENTS' statement that Eric was allowed due process, or was allowed a lawful timely manner to respond.
14. Eric states that every correspondence from RESPONDENTS was answered in a lawful timely manner.
15. Eric rebuts and disagrees with every claim RESPONDENTS has made against him as false statements. The RESPONDENTS have declared False Claims.
16. RESPONDENTS agree that Eric has responded to every correspondence in a lawful timely manner.

17. On or about December 13, 2021, Eric filed a Lis Pendens, 202112130090, on all Property. As stated in this Common Law Lis Pendens, all words, terms, and phrases as written in this document are to be clarified and defined only by Eric or his representative.

Statement of Fact; this Lis Pendens, Skagit County Auditor record number 202112130090, is filed on all real estate, all buildings, all equipment, all contents and all merchandise. See **LAWFUL NOTICE** page 6.

18. Due to the RESPONDENTS' unlawful actions Eric intends to lien the Property in question for \$740,876.00 for Eric's, claims, interest and work performed. TRUST and or RESPONDENTS have violated contract with Eric.
19. RESPONDENTS rejected Eric's 1st good faith offer to cure in the original Affidavit dated December 13, 2021, and sent to RESPONDENTS, but agreed by tacit assent, " If this reduced offer is not accepted, **RESPONDENTS agrees the full damage is due and payable to Eric. Settlement amount does not reflect total damages to Eric.**"
20. RESPONDENTS rejected Eric's 2nd good faith offer in Affidavit 22 dated January 5, 2022, for \$2,222,628.99 in functional currency of the United States.
21. Therefore, RESPONDENTS shall pay Total Damages to Eric as agreed in Item 17 of this AFFIDAVIT copied from original Affidavit dated December 13, 2021.

Whoever, under color of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any State, Territory, Commonwealth, Possession, or District to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States, or to different punishments, pains, or penalties, on account of such person being an alien, or by reason of his color, or race, than are prescribed for the punishment of citizens, shall be fined under this title or imprisoned not more than one year, or both; and if bodily injury results from the acts committed in violation of this section or if such acts include the use, attempted use, or threatened use of a dangerous weapon, explosives, or fire, shall be fined under this title or imprisoned not more than ten years, or both.

As a result of nonresponse by RESPONDENTS to this AFFIDAVIT, RESPONDENTS agree that any enjoinder of third parties by RESPONDENTS or unsolicited volunteers not presently listed as a RESPONDENT in this AFFIDAVIT, will immediately be included in this matter as co-conspirators, liable for the full amount of cure and be responsible for all affidavits prior, current and future presented to RESPONDENTS.

LAWFUL NOTICE

Sufficient Lawful notification has been provided to Skagit County Sheriff, Don McDermott, Skagit County Prosecutor, Rich Weyrich and RESPONDENTS. ANY ATTEMPT TO TRESPASS, REMOVE, SMUGGLE, DAMAGE, DESTROY, STEAL or CONSPIRE TO DEPRIVE Eric of the items outlined but not limited to those in item 17, **Statement of Fact;** will have the charges of TRESPASS, THEFT, POSSESSION OF STOLEN PROPERTY, RACKETEERING, and all CRIMES previously listed, filed against them.

OFFER TO CURE

Eric makes this good faith 10 (ten) day **Total Offer to Cure**.

Therefore, Eric submits this invoice for, but not limited to; ACTING UNDER COLOR OF LAW, failure to Cease and Desist unlawful actions, violation of Eric's 4th Amendment Rights, RICO, TRESPASS, FRAUD, DOMESTIC TERRORISM, CRIMINAL CONSPIRACY, HARASSMENT, PERJURY, INTIMIDATION, SLANDER, fees, and expenses to Eric. RESPONDENTS agree to make full payment, at time and place designated by Eric.

Total Offer. Because of these numerous, various and sundry unlawful actions, infringements, of Eric's rights, privileges, liberties, and pursuit of happiness, and attacks on Eric's character, Eric sends this invoice to cure as a second good faith settlement for said RESPONDENTS' unlawful acts upon Eric Freeze for \$7,787,885.00 (Seven Million Seven Hundred Eighty Seven Thousand Eight Hundred Eighty Five eight dollars) USD (in functional currency of the United States) for payment to Contract Collection Trust hereinafter, CCT, at time and place designated by Eric.

It is agreed that receipt of payment for this Total Offer, hold harmless Settlement absolves RESPONDENTS of any legal liability for any injuries or damages suffered by Eric. Total Offer amount reflects damages to Eric. This good faith settlement offer is only valid for the next 10 days from receipt of this AFFIDAVIT. RESPONDENTS shall pay in full Total Offer to Cure, within ten (10) days of receipt of AFFIDAVIT. Total Offer voids without notice of intent or full payment.

RESPONDENTS agreed by tacit assent and default of December 13th, 2021, Common Law AFFIDAVIT/DECLARATION OF TRUTH to pay the full amount of damages to Eric within 10 days of receipt of this AFFIDAVIT, with interest calculated at rate of 3.5 % (three and 1/2 percent) compounded per annum, prorated monthly starting December 13, 2021 on any and all unpaid damages to Eric.

CORRESPONDENCE

6

Common Law AFFIDAVIT/DECLARATION OF TRUTH
3rd Notice of Constitutional Violations,
Notice to Cure, Notice to Cease and Desist

Should RESPONDENTS elect to settle with payment of functional currency of the United States, Make Cashier's check payable to: Contract Collection Trust

Place of payment: P. O. Box 119, Burlington, WA 98233

Time of payment: Within 20 days of receipt of this AFFIDAVIT.

Should this offer be rejected, BY RESPONDENTS:

- RESPONDENTS agree to any form of encumbrance, lien, garnishment, auction or action on and of all RESPONDENT'S bonds, property, and assets, required to satisfy Offer to Cure until the sum total damages and interest is collected by Eric from each RESPONDENT.
- RESPONDENTS agree that this contract is Notice of Consent to Judgement, and Lien of any personal property or surety and this consent supersedes any and all civil and or statute law for filing or leaning RESPONDENTS for damages against Eric in RESPONDENTS' private, civil and or public capacity.
- Of this presentment take due Notice and heed and govern yourself accordingly. This FINAL EXPRESSION IN A RECORD is intended as a complete and exclusive statement of the terms of the agreement between the parties.

CONCLUSION

Sufficient Lawful notification has been provided to Skagit County Prosecutor, Rich Weyrich, Sheriff Don McDermott and all RESPONDENTS stating that RESPONDENTS must rebut these statements, charges and averments made in this AFFIDAVIT. Pursuant to this Notice, if RESPONDENTS disagree with anything stated in this AFFIDAVIT, they must rebut point by point with an affidavit given under Pain and Penalty of Perjury, within (10) ten days of receipt thereof. Any other reply not conforming to Section II of this AFFIDAVIT, regardless to subject matter is to be considered false and a nonreply to this AFFIDAVIT. RESPONDENTS shall Cease and Desist all unlawful actions against Eric.

An un rebutted affidavit stands as truth and fact before any court. Eric's constitutionally protected rights have been severely infringed because RESPONDENTS have willfully, knowingly, worked in concert, in a pattern and practice to unlawfully prevent Eric from pursuing Eric's constitutionally protected right to provide for himself. These rights have been severely curtailed because RESPONDENTS have unlawfully imposed unconstitutional demands whereupon RESPONDENTS have jointly agreed to infringe Eric's rights by FRAUD to the detriment of Eric. RESPONDENTS have violated Eric's rights

RESPONDENTS' failure to respond, as stipulated, is your tacit agreement with and admission to the fact that everything in this AFFIDAVIT is true, correct, legal, lawful,

and is your irrevocable admission attesting to this, fully binding upon you in any court of law in America, without your protest, objection and that of those who represent you.

1. The Definitions, meanings of all word(s), term(s), and phrase(s) as written in this document are to be defined only by Eric or his representative, acting by Right of original common law jurisdiction. Any definitions or explanations must be requested in writing and will be answered in a timely manner. Requests for definitions shall not delay or extend the time given to respond to this AFFIDAVIT. Affiant further sayeth naught. All Rights Reserved,

Sworn Statement patterned per 28 U.S.C. 1746 (1):

"I declare under pain and penalty of perjury under the laws of the (organic) United States of America that the foregoing is true and correct. Executed on January 28, 2022.

With All Rights Reserved,

(Signature):

Eric Proctor
Eric Proctor,

Affiant/Declarant, in propria persona
UCC 1-308 without prejudice

January 28, 2022
Date

EXHIBIT EISA 5.

EISA (Exhibit In Support of Affidavit)

REQUEST JUDICIAL NOTICE of Exhibit
EISA 5. Unrebutted Affidavit /Declaration of
Truth, Eric Freeze, August 31, 2022,
Submitted **By Eric S. Freeze**

EXHIBIT 5

Affidavit/Declaration of Truth and AND

Notice of 72 Hour Settlement Offer

INVOICE

WITHOUT DISHONOR

Delivered to Skagit Superior Court Clerk 8-31-22 as per court order and or 1st Class US Mail

And Jointly and Severally To:

Jose Acune, (a non-legal fiction person)

7906 Renic Dr.

Sedro Woolley WA [98284]

ACUNA CEDAR PRODUCTS, INC.

(legal fiction person)

7906 Renic Dr,

Sedro Woolley, WA 98284

Hereinafter, RESPONDENTS,

I, Eric Freezea lawful man on the land (non-legal fiction entity/person), hereinafter Claimant, possessing God-given unalienable Rights make this Affidavit/Declaration of Truth AND Notice of 72 Hour Settlement Offer, hereinafter, AFFIDAVIT declares under pain and penalty of perjury under the laws for the organic united States of America and of the organic Constitution for Washington State [not to be confused with any legal fiction/corporate/governmental entities] that I am of lawful age and sound mind and hereby attest that the statements, averments, and information contained in this AFFIDAVIT are true and correct to the best of my knowledge.

- I. This Affidavit/Declaration of Truth shall be considered sufficient lawful notice to the parties herein named. Said affidavit is hereby made pursuant to Original Jurisdiction Organic Law and the United States Constitution, specifically, the Bill of Rights, in particular, Amendments I, IV, V, VI, VII, IX, X and XIV and The Washington State Constitution, in particular Article 1, Sections 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 27, 29, 30, 32 and 35. Article 9 section 1 - Education Preamble, Article 9 section 4 - Sectarian control of influence prohibited.
- II. RESPONDENTS sworn response given under pain and penalty of perjury specific to each and every point of the subject matter stated herein must be received within (72) seventy-two hours via your own sworn and notarized affidavit, using true fact, valid law, and evidence to support your rebuttal of the specific subject matter stated in this AFFIDAVIT, after RESPONDENTS receipt of Claimant's affidavit. Any other reply not conforming to Section II, regardless to subject matter is to be considered false and a nonreply. RESPONDENTS failure to respond point by point and item by item to the facts presented in this

Affidavit/Declaration, shall stipulate by virtue of tacit assent that RESPONDENTS accept statements as stated by Claimant as fact.

- III. This AFFIDAVIT for Infringement of Constitutionally secured Rights and Denial of Life, Liberty and the pursuit of Happiness in Common Law protected by the united States and Washington State Constitutions is directed to:

Joseph, 'Jose', Acuna, ACUNA CEDAR PRODUCTS, INC., Don McDermott, and Rich Weyrich.

IV. NOTICE to all DEBTORS and or RESPONDENTS:

The following AFFIDAVIT and NOTICE OF DEFAULT ARE FILED WITH THE SKAGIT SUPERIOR COURT AS PER COURT ORDER, AUGUST 23, 2022, "ACUNAS TO PICK UP FILED DOCUMENTS FROM THE COURT" AND are not intended to injure, defraud, coerce, threaten, intimidate, or deceive, any insurer, one or all the Debtors into compliance. Please answer to the Allegations according to your standing and to your truth under the "Flag of Peace".

V. NOTICE to all DEBTORS and or RESPONDENTS:

RESPONDENTS agree by virtue of tacit assent that RESPONDENTS have committed the following crimes that have infringed on Eric's God-given rights: DEPRIVATION OF RIGHTS, RACKETEERING (RICO), ACTING UNDER COLOR OF ANY LAW, HARASSMENT, PERJURY, INTIMIDATION, DOMESTIC TERRORISM, COERCION, HUMAN RIGHTS VIOLATION, FRAUD AND FALSE STATEMENTS, CIVIL RIGHTS VIOLATION, CRIMINAL CONSPIRACY, HUMILIATION, hereinafter, CRIMES and punished Eric without due process in absence of any actual crime against life, liberty, or property.

1. On or about December 21, 2021, RESPONDENTS were sent an invoice from Claimant's requesting settlement, therefore, enjoining previous RESPONDENTS' obligation to cure on an individual basis as noted under the heading, "LAWFUL NOTICE, paragraph 3.
2. All RESPONDENTS are in default of this notice.
3. On or about January 4, 2022, RESPONDENTS were sent an affidavit/invoice/contract from Claimant requesting payment or settlement.
4. All RESPONDENTS are in default of this second notice.
5. On or about January 4, 2022, RESPONDENTS were sent an affidavit/invoice/contract from Claimant payment or settlement.
6. On or about January 28, 2022, RESPONDENTS were sent an affidavit/invoice/contract from Claimant requesting payment or settlement.
7. All RESPONDENTS are in default of third notice for payment or settlement..

8. Therefore, ALL RESPONDENTS agree by tacit assent, that they are in default and agree to all eight bullet points on page 5 and 6, under the heading of "IF 72 Hour Settlement Offer, Total Offer is rejected BY RESPONDENTS."
9. RESPONDENTS did not respond to this invoice affidavit within the lawful time given.
10. RESPONDENTS agree they received all affidavits listed from Claimant.
11. Therefore, RESPONDENTS are in default, unresponsive, and agree by tacit assent that all three affidavits, are undisputed as invoices and contracts; are valid debt, are true, and accepted facts.

SUMMARY OF AFFIDAVIT

RESPONDENTS agree that they have violated the "implied covenant of good faith and fair dealing" by committing a dishonour of commerce, a Bad Faith Claim against the Claimant.

All RESPONDENTS are in Default of each Affidavit/Declaration of Truth from Claimant.

All RESPONDENTS agree that this AFFIDAVIT, Invoice Affidavit, Lien, and Offer is true, correct, and owed to Claimant. If unrebutted, this AFFIDAVIT is settled by tacit assent without dispute or any further action by RESPONDENTS.

All RESPONDENTS agree that all the previous affidavits sent to RESPONDENTS by Claimant are included as part of the basis of the whole of this document.

LAWFUL NOTICE

Sufficient Lawful notification has been provided to Skagit County Sheriff, Don McDermott, Skagit County Prosecutor, Rich Weyrich, and RESPONDENTS, stating that RESPONDENTS must rebut the statements, charges, and averments made in this AFFIDAVIT Pursuant to this Notice. If RESPONDENTS disagree with anything stated in this AFFIDAVIT, they must rebut point by point, all statements of fact stated herein with an Affidavit given under Pain and Penalty of Perjury, within 72 (seventy-two) hours of receipt thereof. Any other reply, partial or complete not conforming to Section II of this affidavit, regardless of subject matter is to be considered false and a nonreply. An unrebutted affidavit stands as truth and fact before any court.

1. Claimant demand RESPONDENTS to immediately cease and desist their unlawful CRIMES, actions, discriminations, threats, harassment, and deprivation of Claimant's rights and privileges.
2. Total Offer voids without notice of intent or full payment.
3. As a result of nonresponse by RESPONDENTS to this AFFIDAVIT of invoice/contract, lien, RESPONDENTS agree that any enjoinder of third parties by RESPONDENTS or unsolicited volunteers not presently listed as a RESPONDENT in this AFFIDAVIT, will immediately be included in this matter as co-conspirators, liable for the full amount of cure and be responsible for all affidavits prior, current and future presented to RESPONDENTS.

It is agreed that receipt of payment for this hold harmless Settlement absolves
RESPONDENTS of any legal liability for any injuries or damage suffered by Claimant.

ALL RESPONDENTS AGREE Total Offer does not include loss of income, loss of opportunity,
treble DAMAGES plus accrued interest, and Penalties, hereinafter, DAMAGES (to be
determined Only by Claimant on date satisfied).

ALL RESPONDENTS AGREE Total Offer settlement amount does NOT include total
DAMAGES to Claimant and are due and payable within 72 hours of receipt of AFFIDAVIT and
will accrue with interest calculated at a rate of 5 1/2 % (five and one-half percent) compounded
per annum, pro-rated monthly from the date of receipt of original Attempt to collect this debt
dated December 21, 2021.

Should Respondent desire to talk on the phone during the 72-hour window to complete the Cure,
Send an overnight letter to the above address include:

1. A telephone number to call, interim of time to receive a call,
2. Include **ONLY** named person or persons that will answer the phone and that have the
authority to complete the Cure,
3. Include Liability Insurance company and address of all RESPONDENTS.
There will be no discussion or extension of time if 1-3 is incomplete.
Items not mailed in the U.S. mail will not be considered a Cure.

Claimant' Previous Settlement Offers:

1 st Affidavit Offer sent:	December 21, 2021	\$740,876.33
2 nd Affidavit Offer:	January 4, 2022	\$2,222,628.99
3 rd Affidavit Lien Offer:	January 28, 2022	\$5,757,158.00

This final one-time, 72 (seventy-two) hour, good faith settlement offer is only valid for the next
72 hours from receipt of this AFFIDAVIT.

72 Hour Settlement Offer

No remedy less than \$740,876.33 USD (U.S. dollars, real money) (Seven hundred forty thousand
eight hundred seventy-six dollars and thirty-three cents) can even be considered for the injury and
harm caused by the willingly and knowingly deprivation of Claimant' unalienable rights under
RESPONDENTS' blatant disregard for Claimant' rights, and well-established laws against
discrimination and blatant disregard to their charter of commerce for which shall and should be
in all matters of commerce be revoked and the matters of common law and writs of quo warranto
shall and should be as a matter of law and commerce revoked pursuant to all articles prescribed
by the Constitution and contract law. Remedy of the trespasses perpetrated unlawfully under the
guise of Color of Law Title 18 U.S.C. section 242 must be awarded to the RESPONDENTS for
the utter failure to conform and adhere to any and all rights prescribed under and within the
charter and constitution of the United States of America. All those acting and performing any

and all acts contrary outside the public trust have no immunity or suits restricting liability or harm and injury for their neglect or abuse of the rights of We the People. Claimant makes this Final good faith 72-hour Total Offer to Cure.

It is agreed that receipt of payment in full for this, Lien, Invoice, Contract, Total Offer, hold harmless Settlement, hereinafter, Total Offer absolves RESPONDENTS of any legal and lawful liability for ANY CRIMES, injuries, or damage suffered by Claimant, caused by RESPONDENTS actions. Because of these numerous, various, and sundry unlawful actions, infringements, of Claimant's rights, privileges, liberties, and pursuit of happiness, and attacks on Claimant's character, Claimant sends this settlement invoice to cure as a final Total Offer, good-faith settlement for said RESPONDENTS' unlawful acts upon Claimant for \$5,757,158.00 (five million seven hundred fifty-seven thousand one hundred fifty-eight Dollars in functional currency of the United States) for payment to Claimant at time and place designated by Claimant.

IF 72 Hour Settlement Offer, Total Offer is rejected BY RESPONDENTS:

- RESPONDENTS agree all balances owed to Claimant are declared valid, including Total Offer, Penalties, and DAMAGES.
- RESPONDENTS agree to any jurisdiction, any form of encumbrance, lien, garnishment, auction, any estoppel, or action including but not limited to any Ex Parte or Judicial Review for perfecting the liens on all RESPONDENT'S insurance, bonds, property, assets, and charters, hereinafter, ASSETS, that Claimant chooses, required to satisfy Total Offer, Penalties, and DAMAGES, and will be owed and collected by Claimant from EACH RESPONDENT in order to perfect and enforce this lien. Should this MATTER go to court RESPONDENTS agree to pay court costs, allow and pay Claimant's assistance of counsel.
- RESPONDENTS agree that these proposed liens and encumbrances may be filed or displayed in any public domain without recourse to Claimant.
- RESPONDENTS agree to pay a common law contract penalty of \$2,518.00 (Two thousand five hundred eighteen dollars in the functional currency of the United States) a day until Total Offer and DAMAGES are paid in full, from the date of the first collection attempt, dated September 15, 2021, until day of complete satisfaction of payment of lien. Hereinafter and preceding, "Penalties".
- RESPONDENTS agree that this Contract is Notice of Consent to Judgement, and resulting Lien, UCC 1 lien, Commercial Lien, Lis Pendens and or Mechanics Lien of any of RESPONDENTS' insurances, personal assets, real estate, property, or surety.
- RESPONDENTS agree this Contract Lien, invoice consent supersedes any and all civil and or statute law for filing or leaning of RESPONDENTS for DAMAGES against Claimant in RESPONDENTS' private, civil, and or public capacity.
- Of this presentment take due Notice and heed and govern yourself accordingly. This FINAL EXPRESSION IN A RECORD is intended as a complete and exclusive Contract statement of the terms of the agreement between the parties.

ALL RESPONDENTS AGREE Total Offer settlement amount does NOT includes total DAMAGES, Penalties, and Interest to Claimant and are due and payable within 72 hours of receipt of AFFIDAVIT and will accrue with interest calculated at a rate of 5 1/2 % (five and one-half percent) compounded per annum, pro-rated monthly from the date of receipt of the original attempt to collect this debt dated July 14, 2014.

Should Respondent desire to talk on the phone during the 72-hour window to complete the 72 Hour Settlement Offer, Send an overnight letter to the address below with:

1. A telephone number to call, interim of time to receive a call and time zone,
2. Include ONLY named person or persons that will answer the phone and that have the authority to complete the Settlement Offer,
3. Include Liability Insurance company and address of all RESPONDENTS.

There will be no discussion or extension of time if 1-3 is incomplete.

Items not mailed in the U.S. mail will not be considered a Cure.

Make Cashier's check payable to: CCT

Place of payment: P. O. Box 119, Burlington, WA 98233

Time of payment: Within 72 hours from receipt of this affidavit.

DEFINITIONS OF WORDS, TERMS, AND PHRASES:

The meanings of all word(s), term(s), and phrase(s) as written in this document are to be defined only by the Claimant or his representative, a flesh and blood/sentient man and woman and non-legal fiction entities acting by right of original common law jurisdiction.

Affiant further sayeth naught.

All Rights Reserved,

(Signature): Eric Freeze

8/31/2022

Eric Freeze, Affiant/Declarant
in propria persona
UCC 1-308 without prejudice

Date

NOTARY STATEMENT
In the State of Washington,

County of Skagit

I swear that on this 31st day of August, 2022,

the above-named Affiant/Declarant, Eric Freeze
personally appeared before me,

and of his own free will, signed and executed this Affidavit/Declaration of Truth.

Linda Sue Fussell
Notary Public

My Commission Expires: 9-23-25

Seal

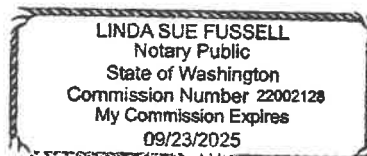


EXHIBIT EISA 6.

EISA (Exhibit In Support of Affidavit)

REQUEST JUDICIAL NOTICE of Exhibit
EISA 6. Affidavit /Declaration of Eric Freeze,
May 4, 2022,

Submitted **By Eric S. Freeze**

22-2-00163-29
DCLR 17
Declaration Affidavit
12320189



EXHIBIT 6

FILED
SKAGIT COUNTY CLERK
SKAGIT COUNTY, WA

2022 MAY -5 PM 3:17

22-2-00163-29

AFFIDAVIT/DECLARATION OF TRUTH

Eric Freeze
47996 Moen Road (mailing)
Concrete, WA 98237

2
I, Eric Freeze, a living man, the undersigned, make this Affidavit/Declaration of Truth of my own free will, and I hereby affirm, that I am of lawful age and of sound mind and hereby attest that the statements, averments, and information contained in this Affidavit/Declaration are true and correct to the best of my knowledge and adheres to the jurisdiction from which remedy shall be sought.

Eric Freeze, hereinafter, Eric, was born at 47996 also known as 47972 Moen Road, Concrete, WA 98237, hereinafter, Property on January 29, 1987. Eric has lived on this property continuously with his father, Peter Freeze, hereinafter, Peter, without interruption until today.

Eric became Peter's primary caretaker on or about 2003 due to health issues. In addition to the position of caretaker, an agreement with the ANN G. FREEZE REVOCABLE TRUST, and of the RONALD L. FREEZE REVOCABLE TRUST, hereinafter Trust, Peter entered into an oral contract with Eric to do all repairs, maintenance and guard of the property, in exchange for ownership of the Property when Peter died.

Peter was the Power of Attorney for the Trust's Property and Bank Account from 1986 until his death on November 13, 2021.

1. On or about November 15, 2021, Jose Acuna did unlawfully Break, Entered, Vandalized and Burglarized, Eric's home.
2. On or after November 15, 2021, Eric did file a crime report with the Skagit County Sheriff's department. The responding officer was Craig Mullen, hereinafter, Witness, who said he had first-hand knowledge of the crime.
3. On or about November 15, 2021, Witness, stated that his department had been notified by the Trust that the Trust authorized Jose Acuna to Break, Enter and change the locks on

Eric's home. Jose continues to roam the Property with numerous accomplices removing assets and committing crimes on the Property.

Conclusion

There is no open or pending case between Eric and Jose. Eric Freeze respectfully requests a Restraining Order restricting Jose Acuna from trespassing on Defendant's Property due to Jose's continuing theft of assets from the Property. Eric fears for his life. A supposed lease on a tiny portion of the property does not license Jose to break the laws or violate Eric's Constitutional rights.

VERIFICATION

I, Eric S. Freeze, being duly sworn depose and say that I have read the foregoing Affidavit and know the contents thereof. That the same is true of my own knowledge except as to those matters and things stated upon information and belief, and as to those things, I believe them to be true.

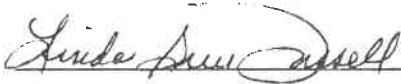


(Signed in the presence of a Notary Public)

Sworn to and subscribed before me this 7 day of May 2022.

Eric Freeze

Notary Public



(Printed name of Notary Public)

My Commission Expires: 9-23-25



EXHIBIT EISA 7.

EISA (Exhibit In Support of Affidavit)

REQUEST JUDICIAL NOTICE of Exhibit
EISA 7. Sworn Statement of Jose Acuna,
July 29, 2022, page 10, para. 17

Submitted **By Eric S. Freeze**

22-2-20185-29
PTORAH 4
Petition for Order of Protection Unlawful Haras:
12802713



FILED
SKAGIT COUNTY CLERK
SKAGIT COUNTY, WA

2022 JUL 29 AM 10:52

EXHIBIT 7

Superior Court of Washington, County of Skagit

Jose T. Acuna 08/12/1976
Petitioner (Person starting this case) DOB

vs.

Eric S. Freeze 01/29/1987
Respondent (Person responding to this case) DOB

Case No. 22-2-20185-29

Petition for Protection Order
Clerk's Action: 1

Petition for Protection Order

What kind protection order do you want? There are different orders based on the type of harm and how the parties know each other. See definitions in Attachments A and B.

34
1. Choose the type of protection order that best fits your situation. Check only one.

- ☐ Domestic Violence – Protection from an intimate partner or family or household member who has committed domestic violence, nonconsensual sexual conduct or penetration, unlawful harassment, or stalking. (PTORPRT)
- ☐ Sexual Assault – Protection from someone who has committed sexual assault. (PTORSXP)
- ☐ Stalking – Protection from someone who has committed stalking. (PTORSTK)
- ☐ Vulnerable Adult – Protection from someone who has abandoned, abused, financially exploited, or neglected a vulnerable adult (or threatened to do so). (PTORVA)

Important! If you are asking for a Vulnerable Adult Protection Order, you must complete **Attachment B: Vulnerable Adult** as part of this Petition.

- ☒ Anti-Harassment – Protection from someone who has committed unlawful harassment. (PTORAH) (fee required)
The conduct also includes (if applicable): ☐ stalking ☐ hate crime
☒ single act/threat of violence including malicious and intentional threat

- or presence of firearm/weapon causing substantial emotional distress
☐ family or household member engaged in domestic violence
☐ nonconsensual sexual conduct or penetration or a sex offense

2. If more than one of the protection order types listed above fits your situation, list any additional order types here: _____

Who are the people involved? These are the "parties" to the case.

3. Who should the order restrain? ("Restrained Person")

Name: Eric Freeze

Restrained Person's age: ☐ Under 13 ☐ 13 to 17 ☐ 18 or over ☒ unknown

4. Who should the order protect? ("Protected Person") (Check all that apply.)

☐ Me. My name is Jose T. Acuna
 (You must be age 15 or older.)

☒ Minor Children.

☐ I am the minor's ☒ parent ☒ legal guardian ☐ custodian.

☐ I am age 18 or older and the minor is a member of my family or household.
 (For domestic violence petitions only.)

☐ I am age 15 to 17. The minor is a member of my family or household. I have been chosen by the minor and am capable of pursuing their stated interest in this case.

Child's Name	Age	Sex	Lives With	How related to you	How related to Restrained Person
Devante Acuna	17	male	mom & dad	son	no relation
Damacio Acuna	11	male	mom & dad	son	no relation
Fabian Acuna	10	male	mom & daad	son	no relation

Important! If the restrained person is a parent of any of the children, complete **Attachment C: Child Custody**. If you are **not** a parent of any of the children, complete **Attachment D: Non-parents protecting children (ICWA)**. You must include these Attachment/s with your Petition if they apply.

☒ **Someone else.** (List your name as Petitioner at the beginning of this form. Describe who you are filing for here.) I am filing to protect:

☒ a vulnerable adult (name) Sebastian Acuna son 21 severe autism, non-verbal,
 (See definition and complete Attachment B.) We are his legal guardians

☒ an adult (name) Shelley Acuna wife
 who does not meet the definition of a vulnerable adult, but who cannot file the petition themselves because of age, disability, health, or inaccessibility
 (Do not check this for vulnerable adult or domestic violence petitions.).

What is the age, disability, health or inaccessibility concern that makes the adult unable to file themselves? (Examples: the adult is hospitalized, temporarily incapacitated, or in jail/prison.)

5. **Service address.** What is your address for receiving legal documents? You have the right to keep your residential address private. You may use a different mailing address.
Mail: P.O. BOX 127 Sedro Woolley, WA 98284

Email (if you agree to be served by email): acunashell@gmail.com

6. **Interpreter**

Do you need an interpreter? ☒ No ☐ Yes, Language: _____

Important! You may need to request an interpreter separately. You will get instructions with an order setting your hearing.

How do the parties know each other?

7. Check all the ways the protected person is connected or related to the restrained person:
- Intimate Partners** – Protected person and restrained person are intimate partners because they are:
- ☐ current or former spouses or domestic partners
 - ☐ parents of a child-in-common (unless child was conceived through sexual assault)
 - ☐ current or former dating relationship (age 13 or older) who
 - ☐ never lived together
 - ☐ live or have lived together
- Family or household members** - Protected person and restrained person are family or household members because they are:
- ☐ parent and child
 - ☐ stepparent and stepchild
 - ☐ parent's intimate partner and child
 - ☐ grandparent and grandchild
 - ☐ current or former cohabitants as roommates
 - ☐ person who is or has been a legal guardian
 - ☐ related by blood or marriage (specify how) _____
- Other** (examples: coworker, neighbor, acquaintance, stranger)
Land Lords grandson

Connection to Washington State. This helps decide if the court has authority (jurisdiction).

8. **Why are you filing in this county and state?** Check all that apply.
- ☒ The protected person lives in this county now, or used to live in this county but left because of abuse.
 - ☒ An incident that made me want this protection order happened in this county or state.
9. **Restrained Person's residence.** Where does the restrained person live?
- ☒ In Washington State in (city or county): Skagit county
 - ☐ Outside of Washington State
 - ☐ Unknown

Are there other court cases involving the parties or any children?

10. **Other court cases.** Have there been any other court cases between any of the people involved in this case or about any children? Include court cases happening now and in the past and requests for protection that were denied or have expired. (Examples: criminal no contact order, civil protection order, family law restraining order, protection order from another state, tribal order, military orders, parenting plans, divorce, landlord-tenant, employment, property, assault, police investigations. File copies in this court case of everything you want the court to review.)

☐ No ☐ Yes. If yes, fill out below.

Type of Case (see examples)	Court Location (City or County and State)	Court Type (Superior / District / Municipal / Tribal / Military)	Case Number (if known)	Status (active / dismissed / pending / expired, unknown)

Other details: I contacted Deputy J. Brennon on the 23rd of June 2022 – incident # 22-08456

What protections do you need? Check everything you want the court to order.

11. I ask for a protection order with these restraints:

General Restraints

- A. ☒ **No Harm:** Do not cause any physical harm, bodily injury, assault, nonconsensual sexual conduct or nonconsensual sexual penetration, and do not harass, threaten, or stalk ☐ protected person ☐ the minors named in section 4 above
☐ these minors only: _____
- B. ☒ **No Contact:** Do not make any attempts or have any contact, including nonphysical contact, directly, indirectly, or through third parties, regardless of whether those third parties know of the order, except for service of court documents with
☒ protected person ☒ the minors named in section 4 above
☐ these minors only: _____
☐ **Exception** (if any): Only this type of contact is allowed: _____
- C. ☐ **Exclude and Stay Away:** Do not enter, return to, knowingly come within, or knowingly remain within 1,000 feet or other distance (*specify*) _____ of
☒ the protected person ☒ protected person's vehicle
☐ protected person's school ☒ protected person's workplace
☒ protected person's residence ☐ protected person's adult day program
☐ the shared residence
☐ the residence, daycare, or school of ☒ the minors named in section 4 above
☐ these minors only: _____

☒ other: _____

Address: The protected person chooses to (*check one*)

☒ keep their address confidential ☐ list their address here:

D. ☐ **Vacate shared residence:** The protected person has exclusive right to the residence that the protected person and restrained person share. The restrained person must immediately vacate the residence. The restrained person may take the restrained person's clothing, personal items needed during the duration of the order, and these items (*specify*): _____
from the residence while a law enforcement officer is present.

E. ☐ **Stalking Behavior:** Do not harass, follow, monitor, keep under physical or electronic surveillance, cyber harass (as defined in RCW 9A.90.XXX), or use phone, video, audio or other electronic means to record, photograph, or track locations or communication, including digital, wire, or electronic communication of
☐ the protected person ☐ the minors named in section 5 above
☐ these minors only: _____
☐ these members of the protected person's household : _____

F. ☐ **Intimate Images:** Do not possess or distribute intimate images of a protected person, as defined in RCW 9A.86.010. The restrained person must take down and delete all intimate images and recordings of a protected person in the restrained person's possession or control and cease any all disclosure of those intimate images.

G. ☐ **Electronic Monitoring:** The restrained person must submit to electronic monitoring. (*Restrained person must be age 18 or older.*)

H. ☐ **Evaluation:** The restrained person shall get an evaluation for:
☐ mental health ☐ chemical dependency (drugs)

I. ☐ **Treatment:** The restrained person shall participate in state-certified treatment for:
☐ sex offender ☐ domestic violence perpetrator

J. ☐ **Personal Belongings:** The protected person shall have possession of essential personal belongings, including the following:

K. ☐ **Transfer of Assets:** Do not transfer jointly owned assets.

L. ☐ **Vehicle:** The protected person shall have use of the following vehicle:

Year, Make & Model _____ License No. _____

M. ☐ **Restrict Abusive Litigation:** Do not engage in abusive litigation as set forth in chapter 26.51 RCW or in frivolous filings against the protected person, making harassing or libelous communications about the protected person to third parties, or making false reports to investigative agencies.

N. ☐ **Pay Fees and Costs:** The restrained person must pay fees and costs of this action. This may include administrative court costs, service fees, and the protected person's costs including lawyer fees.

Firearms and Other Dangerous Weapons

- O. ☒ **Surrender Weapons:** The restrained person must immediately surrender to law enforcement and not access, possess, have in their custody or control, purchase, receive, or attempt to purchase or receive firearms, other dangerous weapons, or concealed pistol licenses.

Important! The court may be required to order the restrained person to surrender firearms, other dangerous weapons, or concealed pistol licenses even if you do not request it.

Does the restrained person have or own firearms?

☐ Yes ☐ No ☒ Unknown

Would the restrained person's use of firearms or other dangerous weapons be a serious and immediate threat to anyone's health or safety?

☒ Yes ☐ No ☐ Unknown

Even if the restrained person does not have firearms now, has the restrained person ever used firearms, other weapons or objects to threaten or harm you?

☒ Yes ☐ No

If Yes, describe what happened.

Mid June 2022 - Eric Freeze used his dad's car to try and run me (Jose Acuna) over I have a witness

Several days later a mutual friend came to me (Jose Acuna) and told me to be careful because he over herd Eric Freeze telling his friends that they are going to do something to me (Jose Acuna).

July 27, 2022 - Eric Freeze follow my 17-year-old son pulled off the road and parked and Eric Freeze pull off and watched for about a minute then he left.

Is the restrained person already not allowed to have firearms?

☐ Yes ☐ No ☒ Unknown

If Yes, why?

Minors

- P. ☐ **Custody:** The protected person is granted temporary care, custody and control of
☐ the minors named in section 4 above
☐ these minors only: _____

(Only for children the protected and restrained person have together.)

- Q. ☐ **Interference:** Do not interfere with the protected person's physical or legal custody of
☐ the minors named in section 4 above
☐ these minors only: _____

- R. ☐ **Removal from State:** Do not remove from the state:
☐ the minors named in section 4 above
☐ these minors only: _____

- S. ☐ **School Attendance:** Do not attend the elementary, middle, or high school (*school name*) _____, that a protected person attends.
(Only if both the restrained person and a protected person are students at the same school. Can apply to students 18 or older. Includes public and private schools.)

Describe any continuing physical danger, emotional distress, or educational disruption to a protected person that would happen if the restrained person attends the same school.

Pets

- T. ☐ **Custody:** The protected person shall have exclusive custody and control of the following pet/s owned, possessed, leased, kept, or held by the protected person, restrained person, or a minor child who lives with either the protected or restrained person. *(Specify name of pet and type of animal.):*
-
- U. ☐ **Interference:** Do not interfere with the protected person's efforts to get the pet/s named above.
- V. ☐ **Stay Away:** Do not knowingly come within, or knowingly remain within *(distance)* _____ of the following locations where the pet/s are regularly found:
☐ Protected person's residence *(home address may be kept confidential.)*
☐ Other *(specify):* _____

Vulnerable Adult

- W. ☐ **Safety:** Do not commit or threaten to commit acts of abandonment, neglect, financial exploitation, or abuse, including sexual abuse, mental abuse, physical abuse, personal exploitation, and improper use of restraints, against the vulnerable adult.
- X. ☐ **Accounting:** Provide an accounting of the disposition of the vulnerable adult's income or other resources.
- Y. ☐ **Property Transfer:** Do not transfer the property of ☐ the vulnerable adult ☐ the restrained person. This restraint can last for up to 90 days.

Other

Z. _____

Do you need help from law enforcement? They may help you get the things you asked for.

12. **Law Enforcement Help:** Do you want the court to order the appropriate law enforcement agency to help you with any of the things listed below?
Check all that apply.
- ☐ Possession of my residence.

- ☐ Possession of the vehicle I asked for in section L above.
- ☐ Possession of my essential personal belongings that are located at
- ☐ the shared residence
- ☐ the restrained person's residence
- ☐ other location _____
- ☐ Custody of ☐ the minors named in section 4 above
- ☐ these minors only _____
- ☐ Other: _____

How long do you need this order to last?

13. Length of Order

*(The order will last for **at least one year** unless you ask for something different. Orders restraining a parent from contacting their own children may not exceed one year.)*

I need this order to last for: ☐ 1 year ☒ more than 1 year ☐ less than 1 year (specify how long): _____

If you checked more or less than one year, briefly explain why.

Due to Eric Freeze's aggression, intimidation, and because he has already tried to run me over I don't want to allow him an opportunity to potentially try to run me over again, or act on what he told his friends about doing something to me. (Jose Acuna)

I just want to make sure my kids are okay

Do you need immediate protection? If needed, you can ask for a Temporary Protection Order that starts now, before the restrained person gets notice. This protection can last up to 14 days or until the court hearing (whichever comes first).

- 14. Immediate Protection:** Do you need a Temporary Protection Order to start immediately, without prior notice to the restrained person? ☒ Yes ☐ No
- 15. Immediate Weapons Surrender:** Do you want a temporary order that requires the restrained person give up all firearms, other dangerous weapons, and concealed pistol licenses right away, and prohibits the restrained person from getting more? ☒ Yes ☐ No

If Yes to 14 or 15, explain why: What serious immediate harm or irreparable injury could occur if an order is not issued immediately without prior notice to the restrained person?
(Briefly explain how you or anyone else might be harmed if you do not get protection now.)

Mid June 2022 - Eric Freeze has already tried to run me over with his dad's car there is a witness

Mid June 2022- a mutual friend told me to be really careful because he over herd Eric Freeze telling his friends that they are going to do something to me (Jose Acuna)

Eric Freeze followed my son on July 27th 2022 - to his location and pulling off the road when my 17-year-old son did and he sat and watched my son for about a minute then left.

I feel that a protective order would be best for my family and myself. I was trying to keep the peace but now he is following my son. I DO NOT FEEL SAFE FOR MYSELF OR MY FAMILY. I have put up cameras at my home and have decided its best if I limit my working at my mill at their moment because of safety concerns. I worry about my employees being at our mill and Eric coming over to harass or worse. I need to work but due to these circumstances I had to shut down for safety concerns

Why do you need a protection order? What happened? This is your statement, where you tell your experience.

Be as specific and descriptive as possible. Put the date, names, what happened and where. Use names rather than pronouns (he/she/they) as much as possible. If you cannot remember the date, put the time of year it happened (around a holiday, winter, summer, how old your child was) or about how long ago.

For all of the questions below, include details:

- Who did what?
- When did this happen?
- How were any statements made? (in person, mail, text, phone, email, social media)
- How did this make you, the minor, or the vulnerable adult feel?

If you need more space to answer any of the questions below, use form PO 010 Statement or attach additional pages.

- 16. Most Recent Incident.** What happened most recently that made you want a protection order? This could include violent acts, fear or threats of violence, coercive control, nonconsensual sexual conduct or penetration, sexual abuse, harassment, stalking, hate crimes. For a vulnerable adult, include incidents or threats of abandonment, abuse, neglect and/or financial exploitation. Include specific date/s and details of the incident.

~~Mid June 2022 - Eric Freeze has already tried to run me over with his dad's car there is a witness~~

Mid June 2022- a mutual friend told me to be really careful because he over heard Eric Freeze telling his friends that they are going to do something to me (Jose Acuna)

Eric Freeze followed my son on July 27th 2022 - to his location and pulling off the road when my 17-year-old son did and he sat and watched my son for about a minute then left.

Below is how all this started and harassment began

In early 2021 Acuna Cedar (Jose & Shelley Acuna) were informed that Mr. & Mrs. Freeze handed the responsibility of the property we rented since 2013 to their daughter. The daughter presented us with a contract that stated certain particulars. Due to Eric Freeze and all his broken-down cars, we have been paying rent on a building and property we do not have access to. Then realized that Eric Freeze was allowing two women to live on the lower part of the property that we were paying rent on. The two women were plugged into our electricity, so we have unknowingly been paying for their electricity. So, we communicated this to Eric Freeze's aunt.

- 17. Past Incidents.** What happened in the past that makes you want a protection order? This could include violent acts, fear or threats of violence, coercive control,

nonconsensual sexual conduct or penetration, sexual abuse, harassment, stalking, hate crimes. For a vulnerable adult, include incidents or threats of abandonment, abuse, neglect and/or financial exploitation. Include specific date/s and details of the incidents.

Early 2021 Mrs. Elizabeth Gallagher of whom is in charge of the Freeze revokable trust for her parents We have rented the building and property from Mr. Ronald Freeze since 2013. In mid 2021 we (Jose & Shelley Acuna) were given a rental contract to sign. Her brother Pete Freeze lived in the house next to the mill which is owned by Mr. Ronald Freeze.

Due to Eric Freeze and all his broken vehicles and trash laying around we have very little space to conduct our business and do not have access to the whole property that we pay rent on each month. He gets angry if we touch his stuff. With the contract we realized that Eric Freeze had allowed two women and their trailer to squat on the property that we pay rent on but do not have access to. Then we found out that we were paying their and Eric Freezes electricity. This was unknown to the Mrs. Elizabeth Gallagher, she ejected the tow squatters below and also ejected Eric Freeze from the property. He became angry and refused to leave the property. This just made Eric Freeze more aggressive.

In November of 2021 Pete Freeze was found deceased in home.

→ The next day Elizabeth Gallagher asked on behalf of the trust for Jose Acuna to change the locks in Pete Freezes house to help secure it. With approval of the sheriff Jose Acuna quickly ran in and changed the locks. The keys were sent to Elizabeth in Maine. Later that month Elizabeth Gallagher offered to sell us the property. Elizabeth and Jose Acuna came to an agreement and were in the process of completing the purchase and Eric Freeze got upset and filed paperwork to cloud the title.

Then Eric Freeze started harassing Jose Acuna & our business Acuna Cedar Products.

We received a paper in the mail in late December 2021, January 5, 2022, and in January 28, 2022. My wife Shelley Acuna refused Eric Freezes letters and he sent it again with a return address of a local chiropractors office. It makes it difficult to be at the property we rent for our work because Eric Freeze walks back and forth carrying the papers that he sent us in the mail. He is showing more aggression towards Jose Acuna.

My wife made me put up cameras at our home for a piece of mind, the letters are untrue of that he is accusing Jose Acuna of is untrue.

In May 2022, Eric Freeze received a letter from the court stating that Eric Freeze is to be off the property by July 28, 2022 he was more aggressive and flipped Jose Acuna off.

Couple days later he tried to run Jose Acuna over with Petes green Honda accord. Mid June 2022 - Eric Freeze has already tried to run me over with his dad's car there is a witness.

Mid June 2022 - a mutual friend told me to be really careful because he over heard Eric Freeze telling his friends that they are going to do something to me (Jose Acuna).

Eric Freeze followed my son on July 27th 2022 - to his location and pulling off the road when my 17 year old son did and he sat and watched my son for about a minute then left.

Due to Eric Freeze telling his friends they are going to do something to Jose Acuna and then He followed our 17 year old son is a cause for concern.

18. **Medical Treatment.** Describe any medical treatment you received for issues related to your request for protection.

19. **Suicidal Behavior.** Describe any threats of self-harm or suicide attempts by the restrained person.

20. **Restrained Person's Substance Abuse**

Is substance abuse involved? ☐ Yes ☐ No ☒ Unknown

RCW 7.105.100
(07/2022)
PO 001

Petition for Protection Order
p. 10 of 11

If yes, what type of substance abuse? ☐ Alcohol ☐ Drugs ☐ Other
I honestly don't know but its suspected

21. Minors Needing Protection, if any (If the information is not already included above.)

Has there been any violence or threats towards children? How have the children been affected by the restrained person's behavior? Were the children present during any of the incidents described above? Describe and give details.

My 17 year old was present and was followed by Eric Freeze

The 10 year and 11-year old are present with me but now I don't feel like its safe to take them to work with me.

22. Supporting Evidence (If you have anything else you want the court to see that helps prove what you are saying is true.)

☐ I am attaching the following evidence to this Petition (check all that apply):

☐ Pictures

☐ Text / email / social media messages

☐ Voice messages (written transcript)

☒ Written notes / letters / mail

☐ Police report

☐ Declaration or statement from witness (name/s): _____

☐ Other (describe): _____

Privacy Warning! The restrained person will see this Petition and any other evidence you file with the court. This information is also available to the public for anyone to see.

Before you file any attachments, you can black out (redact) any sensitive information. Examples: your home address and account numbers (leave last four digits).

I certify under penalty of perjury under the laws of the state of Washington that all the information provided in this petition and any attachments is true and correct.

☐ I have attached (number): _____ pages.

Signed at (City and State): Skagit County, WA

Date: July 29, 2022


Sign here

Jose T Acuna
Print name

EXHIBIT EISA 8.

EISA (Exhibit In Support of Affidavit)

REQUEST JUDICIAL NOTICE of Exhibit
EISA 8. Declaration Affidavit of Vickie Ann
Wammack, September 1, 2022,

(9) a. Supplemental Affidavit of Vickie Ann
Wammack, October 2, 2022,

Submitted By Eric S. Freeze

5. Furthermore,

1 Eric S. Freeze was born in the house he is currently living in at 47996 Moen Rd. Concrete, WA. 98237. He has
2 resided there his entire life. His father, Peter. G. Freeze, struggled with alcoholism since he was a young man and
3 because of that he was unable to keep employed or at times taken care of himself physically or monetarily. Since
4 Eric was a young boy, he took care of his father in many ways. The following are some of the ways he helped him:

5 1. After falling Eric would clean and bandage his wounds (hitting his head on the bathtub, toilet, window
6 etc.) He cleaned up his vomit and his feces after he defecated in his pants.

7 2. He provided him food and firewood.

8 3. He gave him several vehicles over the years.

9 4. He kept the water running, paid to have the septic pumped and fixed the drain field.

10 5. Eric fixed broken windows and installed new beams and posts when one corner of the house had rotted
11 out.

12 Eric had several jobs even when he was in high school and after he finished school, he taught himself to
13 mechanically fix vehicles. He would use these skills to repair vehicles and sell them, scrap them for junk, use parts
14 from them for other vehicles. Eric acquired tow trucks, dump trucks and other equipment to help with his business.
15 He stored these vehicles on the west side of the shingle mill that is adjacent to the property he is living on where
16 other abandoned vehicles were stored from previous tenants. The county was concerned about him having too many
17 vehicles on the property, so they are requiring Eric to remove them which he has been doing over the few years.

18 The electricity for the shingle mill was in Eric's name and over the years he paid 99 percent of the electric
19 bills. Jose (the person who was leasing the shingle mill) refused to pay his part and his employees would park their
20 campers on the mill property and use the electricity from the mill to power them. Also, they would pay very little if
21 any of the electric bill. After the employees moved on and left their broken-down trailers Eric had to remove them
22 and pay the dump fees to dispose of them. They also would pay very little, if any of the electric bill. The electric bill
23 would be so high that at times he couldn't pay for all of it, and they still wouldn't help. The wiring in the mill
24 needed to be updated and Eric paid to have that updated with no help from anyone. He also paid for the septic to be
25 pumped and Jose didn't help with that either.

26 Eric is known throughout this county and beyond as a kind, thoughtful hard-working man. He will go out
27 of his way to help others including people who were struggling financially or in a difficult time of their life. So, last

28 September when he received an eviction notice from his grandparents/aunt he was completely shocked and

AFFIDAVIT OF VICKIE WAMMACK - 1

Dated this 1 day of ^{September}~~August~~ 2022.

Respectfully Submitted,

Vickie Ann Wammack

Vickie Ann Wammack,
Mother to Defendant

VERIFICATION

I, Vickie Ann Wammack, being duly sworn depose and say that I have read the foregoing Declaration/Affidavit in support of Eric Freeze and know the contents thereof. That the same is true of my own knowledge except as to those matters and things stated upon information and belief, and as to those things, I believe them to be true.

Vickie Ann Wammack

(Sign in the presence of a Notary Public)

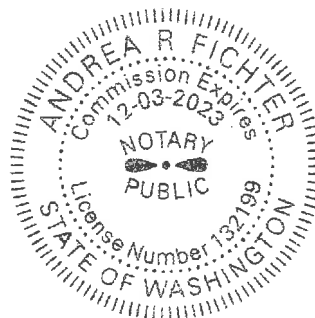
Sworn to and subscribed before me this 1st day of ^{Sept.}~~August~~ 2022.

[Signature]
Notary Public

Andrea R Fichter

(Printed name of Notary Public)

My Commission Expires: 12/03/23



FILED
SKAGIT COUNTY CLERK
SKAGIT COUNTY, WA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

2024 OCT -4 PM 3:42

IN AND FOR SKAGIT COUNTY

ELIZABETH E. GALLAGHER, AS TRUSTEE of the
ANN G. FREEZE REVOCABLE TRUST, and of the
RONALD L. FREEZE REVOCABLE TRUST,

NO. 22-2-00163-29

Plaintiff,

SUPPLEMENTAL AFFIDAVIT OF VICKIE
WAMMACK

vs.

ERIC S. FREEZE

Defendant

VICKIE WAMMACK, declares under penalty of perjury under the laws of the State of
Washington that the following is true:

1. When I was living on the property at 47996 Moen Road, Concrete, Nellie Freeze, Peter Freeze's grandmother gave him \$10,000 to purchase both properties, the house and land at 47996 Moen Road and the shingle mill and land at 47972 Moen Road. Due to Peter not having established enough financial credit he was unable to purchase the above-mentioned properties on his own. Ronald and Ann Freeze helped Peter by co-signing the loan so the purchase of the properties could be finalized.
2. Eric Freeze was born on that property and after Peter and I separated we had shared custody of Eric. He has lived on that property his whole life, until he was 16 years old, he lived there certain days of every week and after that he lived there full time.
3. Elizabeth and Jeanne have never lived in this area and haven't been out here for a very long time so they wouldn't have any pertinent knowledge or facts related to this case.
4. Eric had several conversations with his grandfather concerning the insurance company's requirements of improving the condition of the house. Due to the advanced stage of Peter's alcoholism, he was unable to keep up the deteriorating condition of the house, water supply, electrical needs of the mill, septic tank and drain field. Eric kept up all those requirements and many more over the years. It so incredibly shocking and sad that Eric, the only grandson and

SUPPLEMENTAL AFFIDAVIT OF VICKIE WAMMACK - 1

1 nephew, would unexpectedly be evicted from the property he has lived on and maintained his
2 whole life by his Aunt Elizabeth.

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4 Signed at Concrete, WA, on this day of October 2, 2022

5 *Vickie Wammack*

6 Vickie Wammack
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EXHIBIT EISA 9.

EISA (Exhibit In Support of Affidavit)

REQUEST JUDICIAL NOTICE of Exhibit
EISA 9. Affidavit of Curtis Wayne Conrad,
September 1, 2022,

Submitted **By Eric S. Freeze**

EXHIBIT 9

IN THE SUPERIOR COURT OF THE STATE OF
FOR SKAGIT COUNTY

WASHINGTON IN AND

**ELIZABETH E. GALLAGHER, as
TRUSTEE of the ANN G. FREEZE
REVOCABLE TRUST, and of the
RONALD L. FREEZE
REVOCABLE TRUST,**

No. 22-2-00163-29

**Affidavit of
Curtis Wayne Conrad**

Plaintiff,

v.

ERIC FREEZE, a single man,

Defendant

I knew Eric's mom and dad for many years. We lived in a small community. While I wasn't there when Eric was born it was common knowledge that he was born at home in Pete's house.

The relationship did not last long and the custody of Eric was shared by both his mother and his father Pete. Eric resided with Pete his entire life right up until he's death earlier this year when Eric found him on the floor and tried to resuscitate him even though he was long gone.

Eric had been taken care of his dad, the home and the mill for many years. He did this by mowing lawns doing other odd jobs in the community since he was 12 years old and never complained I used to see it when I drop my kids off at school and they all when they were young and as they grew older they were always close friends and as he grew older he was around my store and Shop quite often. From the time Eric was in the maybe 3rd or 4th grade I remember he brought a rabbit to school and I asked the boys who is that kid with the rabbit in the cage and they said that's Eric that's our friend and I said wow is it show and tell and they go I think so so I said well tell him it's a neat rabbit and I drop them off.

Through the years they would tell me about Eric as his dad's disease rendered him useless still Eric loved his father and it is sad to think he was the only one who loved him in the end with the exception of his grandparent's. Still he would continue taking care of the house taking care of the mill and mowing the lawns as well as supplying food, paying bills fixing water lines fixing sewer lines repairing electrical stuff in the mill and rebuilding the back of the house when it was rotted out and collapsing. He grew into a young man capable of doing a lot of work I'm proud to say that I was able to Mentor him in a lot of ways but probably not as much as my kids but it was not uncommon to find Eric down at my store or shop. There were always Ding Dongs the good ones wrapped in tin foil not plastic at my shop. Hot chocolate or hot apple cider or soda pop. We felt sorry for Eric but it was a family situation not my family situation. I chose to keep my nose out of it though I thought it was a rotten thing for a kid to have to go through.

I was friends with his dad too I spent a lot of time talking to him and sold him a few vehicles cheap because a family needs safe Dependable transportation.

As Pete got older he got angry and sometimes downright mean to Eric. Through it all Eric stuck it out I think he knew it was the disease and not his dad who used to be a good man that was talking and I think there was a sense of jealousy too from his dad of Eric's success and popularity. There is nobody in this community that would not agree that Eric carried the weight of the family and the home and mill there is also nobody who would disagree that Eric was the kid to call on when you needed some extra help somewhere and remains that way today.

I remember Pete very well I spent a lot of hours talking to Pete but there was no talking to the Pete once he become ill and there was no way anything I could say was going to change that.

It troubles me that Pete's anger demonstrated also by Eric's aunts and perhaps grandparents. The latter of which I have my doubts because I am told that they supposedly have late stage Parkinson's disease even though no evidence of this has been provided and he did not find out they were supposedly ill until after his aunt was already power of attorney at which time she told Eric do not contact your grandparent's anymore and if this is so the memories of Eric and his father visiting them and talking to them on the phone may not be present in their minds.

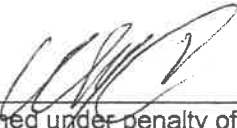
Eric wanted his dad back the way he was when he was a kid so bad he even gave him a few vehicle's not long before he died that he may get around and maybe go to the doctor but he would not have none of it I don't even believe he signed up for his Social Security. It could lead one to suspect he may have been suffering from some of the Parkinson's dilemma himself if true. I choose myself to remember the good Pete but that was many years ago long before I retired.

No it may not seem like a brief statement I wanted to tell most things event should have to go to trial I am more than willing to testify on and in detail all of what I know but it won't be against Eric. He comes by my place almost daily and when his dad passed away he came down here and I can see it on his face something was bad wrong and he came in and told me how it happened.

This statement is mine as to the facts and the very best of my recollection.

I certify under penalty of perjury under the laws of the state of Washington that the forgoing is true and correct.

Signed at Concord Washington this 1 day of September 2022.


Signed under penalty of perjury by
Curtis Wayne Conrad
(786)-531-1304